

ASSIGNMENT OF AGREEMENT

The "Agreement" as referenced herein is the ADS-B Site Lease Agreement, dated January 5, 2011, made by and between the **St. John the Baptist Parish Airport/Port of South Louisiana** and ITT Corporation.

By signing below, ITT Corporation and Exelis Inc. do hereby attest that on October 31, 2011 a tax-free spin-off was conducted by ITT Corporation, which created three independent publically-traded corporations, and Exelis Inc., being one of the these corporations, retains the government contracting business area related to the Agreement. Therefore, ITT Corporation and Exelis Inc. desire to assign the Agreement from ITT Corporation to Exelis Inc.

The parties do hereby agree that the Agreement is assigned as of the date last signed below by ITT Corporation to Exelis Inc., an Indiana corporation, with the consent of the **St. John the Baptist Parish Airport/Port of South Louisiana** and is effective as of October 31, 2011. All obligations, rights and responsibilities of ITT Corporation under the Agreement shall be conveyed to and accepted by Exelis Inc. and all references in the Agreement to ITT Corporation shall be considered replaced with Exelis Inc. upon the date of this assignment. All other terms and conditions of the Agreement shall remain unchanged and are in full force and effect.

Contact persons, addresses, telephone numbers, FAX numbers, and email addresses, as shown in the Agreement, remain unchanged.

ITT Corporation does hereby attest to the above and assign the Agreement, including conveyance of all rights and responsibilities thereof.

Burt M. Fealing
Print Name
Burt M. Fealing
Signature

Senior Vice President,
General Counsel and Secretary
Title
5/10/13
Date

Exelis Inc. does hereby attest to the above and accept assignment of the Agreement, including acceptance of all rights and responsibilities thereof.

Gregory P. Hughes
Print Name
Gregory P. Hughes
Signature

Sr. Contracts Manager
Title
5/16/13
Date

St. John the Baptist Parish Airport/Port of South Louisiana does hereby consent to the assignment of the Agreement, including all rights and responsibilities thereof, from ITT Corporation to Exelis Inc.

Natalie Robotton
Print Name
Natalie Robotton
Signature

6/19/13
Date
Parish President
Title



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Highway
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

June 18th, 2013

Division A
Lucien J. Gauff, III
670 W. 2nd Street
LaPlace, LA 70068
Cell 504-222-4585

Division B
Jaclyn Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-625-1702

District I
Art Smith
192 E. 12th Street
Edgard, LA 70049
Cell 985-379-6028

District II
Ranney Wilson
820 Garyville Northern
Garyville, LA 70051
Cell 985-379-6285

District III
Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

District IV
Marvin Perrilloux
2108 Golfview
LaPlace, LA 70068
Cell 985-379-6168

District V
Michael P. Wright
16 Windsor Court
LaPlace, LA 70068
Cell 985-579-4377

District VI
Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII
Cheryl Millet
1925 Ridgely Drive
LaPlace, LA 70068
Cell 985-296-6046

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, June 11th, 2013.

"Councilman Perrilloux moved and Councilman Smith seconded the motion to grant administration authorization to amend the agreement made between St. John the Baptist Parish Airport/Port of South Louisiana and ITT Corporation to St. John the Baptist Parish Airport/Port of South Louisiana and Exelis, Inc. The motion passed with Councilman Wilson absent."

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 11th day of June, 2013.

June 18th, 2013

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

TRANSMITTAL

TO: Paul Oncale
Director of Public Safety and Civil Defense

FROM: Vickie Lewis-Clark
Paralegal

DATE: January 19, 2011

RE: ITT Lease Agreement

Enclosed is a fully executed original ITT Lease Agreement for your records.

Should you have any questions, please do not hesitate to contact our office at (985) 652-9278.

Thanks!

America's Largest Tonnage Port

Lease Number: SV162-12
Facility: ADS-B Radio Station Site
Location: St. John the Baptist Parish Airport

LEASE

Between

St. John the Baptist Parish Airport/Port of South Louisiana

and

ITT Corporation

THIS AGREEMENT, made and entered into this 16 day of DEC. in the year 2010, by and between the Port of South Louisiana, hereinafter referred to as "Lessor," whose address is:

171 Belle Terre Blvd.

LaPlace, LA 70069;

St. John the Baptist Parish Airport, hereinafter referred to as "Lessor," whose physical address is:

355 Airport Road

Reserve, LA 70068;

and

ITT Corporation, hereinafter referred to as "ITT," whose address is:

12930 Worldgate Drive

Herndon, Virginia 20170

WHEREAS, the parties understand and agree that this Agreement is taken in support of FAA Contract DTFWA-07-C-00067, issued to ITT on August 30, 2007.

For valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. PREMISES

The Lessor hereby leases to ITT the following described property located at:

See Attached Lease Exhibit A

- (a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining electric power and telecommunication lines to the premises; and unless herein described otherwise, to be by routes reasonably determined and agreed by the parties.
- (b) And the right to make alterations to the premises to support the ITT radio site equipment, after concurrence by the Lessor as to the site design details prior to start of construction and prior to any alterations during the life of this lease.

2. PUBLIC UTILITIES

ITT is responsible for the provision of any and all required electrical power and/or telecommunications services to the leased site for the term of this Agreement. The Lessor is not responsible to provide any type of public utilities at or on the leased site.

3. TAXES

ITT shall be responsible for the payment of any applicable taxes, fees or governmental assessments against any equipment, personal property and/or improvements owned, leased or operated by ITT.

4. INSURANCE

ITT shall maintain in full force during the term of this Agreement and shall cause all contractors or subcontractors performing Work on the leased site prior to the commencement of any such Work on behalf of ITT to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Property Damage) the limits of liability of which shall not be less than \$1,000,000 per occurrence.

5. TERM

To have and to hold said premises with their appurtenances for the term beginning at the date of this Agreement, subject to renewal rights, as may be hereafter set forth.

6. CONSIDERATION

ITT shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to ITT herein are in consideration of the obligations assumed by ITT in its establishment, operation and maintenance of the ADS-B radio station facilities upon the premises hereby leased.

7. RENEWAL

This lease may be renewed from year to year at the option of ITT upon the terms and conditions herein specified. ITT's option shall be deemed exercised and the lease renewed each year for one (1) year unless ITT gives the Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires; provided, that no renewal thereof shall extend the period of occupancy of the premises beyond September 30, 2025.

8. RESTORATION

It is hereby agreed between the parties, that upon termination of its occupancy, ITT shall restore the property which is the subject matter of this lease including removal of structures, equipment, and fencing but excluding foundations and subsurface ducting, cables, and grounding systems.

9. INTERFERENCE WITH RADIO SITE OPERATIONS

The Lessor agrees not to erect or allow to be erected any structure or obstruction on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by ITT under the terms of this Lease unless consent hereto shall first be secured from ITT in writing. ITT's consent shall not be unreasonably withheld, and ITT shall support the Lessor in the evaluation of any potential interference issues. The Lessor shall act in a reasonable way for any construction in proximity to the communication tower, with regard to new construction and RF interference. The Lessor shall be allowed to pursue construction activity giving proper clearance to lessee's tower communication activities. ITT's consent shall also be contingent upon FAA approval, when interference results in limitations in radio station performance within the NAS.

10. HAZARDOUS SUBSTANCE

ITT agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of ITT's facilities.

Should hazardous contamination be found, this Agreement shall be null and void, and Lessor and ITT shall be held harmless from any and all costs, claims, damages, expenses, or causes of action which arise out of this Agreement. Neither Party shall have any liability for any incidental, special, punitive, consequential, exemplary or indirect damages whatsoever arising out of this Agreement.

11. QUIET ENJOYMENT

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend ITT's use and enjoyment of said premises against third party claims.

12. INDEMNIFICATION

The Parties each indemnify the other against and hold the other harmless from any and all costs, claims, damages, expenses, or causes of action which arise out of the this Agreement. This indemnity does not apply to any claims arising from the gross negligence or intentional misconduct of the Indemnified Party. Neither Party shall have any liability for any incidental, special, punitive, consequential, exemplary or indirect damages whatsoever arising out of this Agreement. The waiver of damages contained in this paragraph shall survive any termination of this Agreement.

13. CONTRACT DISPUTES

This Agreement shall be governed by the laws of the State in which the property is located, with the exception of its choice of law provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect.

14. SUCCESSORS

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns. The terms and provisions of this lease and the conditions herein bind ITT and ITT's heirs, executors, administrators, successors, and assigns.

15. NOTICES

All notices /correspondence shall be in writing, via Certified Mail or Overnight Carrier Service and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other).

TO LESSOR: St. John the Baptist Parish Airport
 Mailing Address:
 1801 West Airline Hwy.
 LaPlace, LA 70068
 Atten: Mrs. Natalie Robottom, Parish President

 St. John the Baptist Parish Airport
 Physical Address:
 355 Airport Road
 Reserve, LA 70068

and

 Port of South Louisiana
 171 Belle Terre Blvd.
 LaPlace, LA 70069
 Atten: Joel, T. Chaisson, Executive Director

To ITT: ITT Corporation
 12930 Worldgate Drive
 Herndon, Virginia 20170
 Attention: ADS-B Subcontracts Department

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

St. John the Baptist Parish Airport

By: Natalie Robottom

Mrs. Natalie Robottom

St. John the Baptist, Parish President

1801 West Airline Hwy.

LaPlace, LA 70068

Port of South Louisiana

By: [Signature]

Joel T. Chaisson

Executive Director

171 Belle Terre Blvd.

LaPlace, LA 70068

Date: December 16, 2010

Date: DEC. 29, 10

ITT Corporation

BY [Signature]

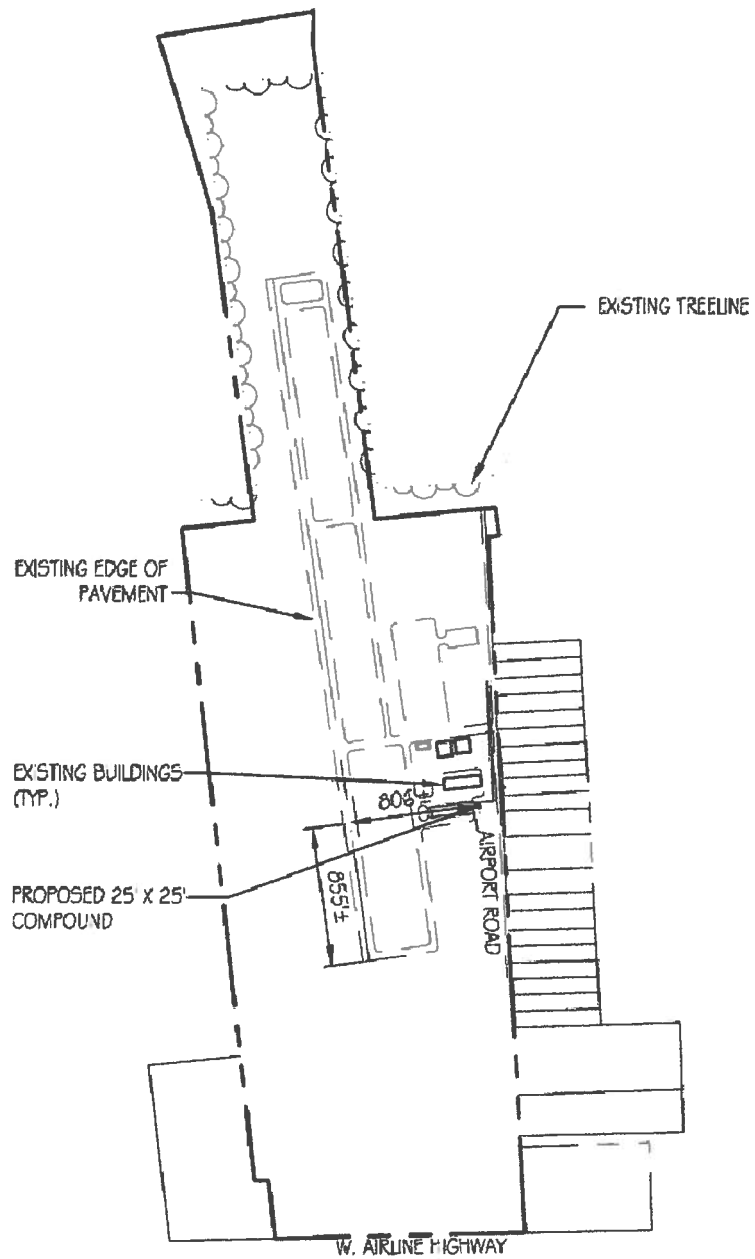
Frank Pallante

Vice President Director of Contracts and Purchasing

(official title)

1/5/2011
(date)

Exhibit A



SITE PLAN

SCALE: 1" = 1000'

